

**STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION**

ILLINOIS COMMERCE COMMISSION)	
On Its Own Motion)	
)	
v.)	
)	
NORDIC ENERGY SERVICES LLC)	Docket No. 15-0139
)	
Investigation into alleged failure to maintain)	
obligations under the Public Utilities Act and)	
for alleged failure to Maintain obligations as)	
an alternative Retail Electric Supplier)	

**JOINT MOTION FOR APPROVAL OF
SETTLEMENT AND ENTRY OF AGREED ORDER**

Nordic Energy Services, LLC; the Staff of the Illinois Commerce Commission (“Staff”); the Citizens Utility Board (“CUB”); and the People of the State of Illinois, by the Office of the Attorney General (“OAG”) move, under 83 Ill. Admin. Code § 200.190, for approval of a settlement (the “Settlement”) between Nordic Energy, Staff, CUB, and OAG, and for entry of an agreed form of order in this proceeding.

1. Nordic Energy is certified in Illinois as an Alternative Retail Electric Supplier (“ARES”), pursuant to 220 ILCS 5/16-115 of the Public Utilities Act (the “Act”).
2. On February 25, 2015, the Illinois Commerce Commission (“Commission”) issued an order initiating this proceeding, as recommended in a Consumer Services Division and Office of Retail Market Development Staff Report to the Commission (“Staff Report”), directing Nordic Energy to appear before the Commission in response to Staff’s allegations that Nordic Energy violated Sections 16-115A of the Act; 83 Ill. Admin. Code Part 412; and the Consumer Fraud and Deceptive Business Practices Act.

3. Counsel for Nordic Energy, Staff, and OAG entered appearances in this proceeding. CUB's petition to intervene in this proceeding was granted, and counsel for CUB entered her appearance in this proceeding. No other appearances or petitions to intervene were filed.

4. In an attempt to resolve this matter without litigation, Nordic Energy, Staff, OAG, and CUB entered into the Settlement. Attached to, and filed with, this Joint Motion is the parties' stipulation and Settlement, including an agreed form of order approving the Settlement.

Therefore, Nordic Energy Services, LLC; the Staff of the Illinois Commerce Commission; the Citizens Utility Board; and the People of the State of Illinois, by the Office of the Attorney General respectfully request that this Joint Motion be granted, that the Commission enter the Proposed Agreed Order in exactly the form filed herewith.

Dated: May 28, 2015

Respectfully submitted,

NORDIC ENERGY SERVICES, LLC

**STAFF OF THE ILLINOIS COMMERCE
COMMISSION**

By: 
One of its attorneys

By: 
One of its attorneys

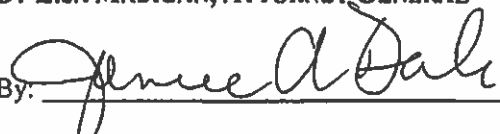
Eric M. Roberts
DLA PIPER LLP (US)
203 N. LaSalle St., Suite 1900
Chicago, IL 60601
312.368.2167
eric.roberts@dlapiper.com

Jay Hines-Shah
General Counsel
OFFICE OF GENERAL COUNSEL
160 N. LaSalle St., Suite C-800
Chicago, IL 60601
312.793.2877
jhines-shah@icc.illinois.gov

CITIZENS UTILITY BOARD

**PEOPLE OF THE STATE OF ILLINOIS,
BY LISA MADIGAN, ATTORNEY GENERAL**

By: 
One of its attorneys

By: 

Julie Soderna
Director of Litigation
309 W. Washington St., Suite 800
Chicago, IL 60606
312.263.4282
jsoderna@citizensutilityboard.org

Janice A. Dale
Senior Assistant Attorney General
Chief, Public Utilities Bureau
ILLINOIS ATTORNEY GENERAL'S OFFICE
100 W. Randolph St., 11th Floor
Chicago, IL 60601
312.814.3736
jdale@atg.state.il.us

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SETTLEMENT AND STIPULATION

Nordic Energy Services, LLC; the Staff of the Illinois Commerce Commission (“Staff”); the Citizens Utility Board (“CUB”); and the People of the State of Illinois, by the Office of the Attorney General (“OAG”) hereby enter into and submit this stipulation and settlement (the “Settlement”) regarding all issues in this proceeding.

Whereas, Nordic Energy is certified in Illinois as an Alternative Retail Electric Supplier (“ARES”), pursuant to 220 ILCS 5/16-115 of the Public Utilities Act (the “Act”);

Whereas, on February 25, 2015, the Illinois Commerce Commission (the “Commission”) issued an order initiating this proceeding (Docket No. 15-0139), as recommended in a Consumer Services Division and Office of Retail Market Development Staff Report to the Commission (“Staff Report”), directing Nordic Energy to appear before the Commission in response to Staff’s allegations that Nordic Energy violated Sections 16-115A of the Act; Part 412 of the Commission’s Rules, 83 Ill. Admin. Code Part 412 (“Part 412”); and Section 2EE of Consumer Fraud and Deceptive Business Practices Act (“CFDBPA”) (815 ILCS 505/2EE);

Whereas, the potential violations under the Act, Part 412, and the CFDBPA alleged by Staff included (i) unauthorized telephone solicitations; (ii) misrepresentation/deceptive sales

script language; (iii) non-disclosure of requisite telephone solicitation uniform disclosure statements; (iv) improper third-party verifications; and (v) improper training of ARES agents;

Whereas, Nordic Energy does not agree with and does not admit the assertions that its scripts, actions, or inactions failed to comply with various requirements set forth in the Act, Part 412, or Section 2EE of the CFDBPA and asserts that its intent is and has always been to fully comply with all applicable laws and regulations; and

Whereas, Nordic Energy, Staff, CUB, and OAG desire to fully settle all matters presented for determination in the Staff Report and Initiating Order in Commission Docket No. 15-0139 on the terms and conditions set forth herein, and believe that the terms and conditions set forth in this Settlement are in the best interest of the customers of Nordic Energy, are fair and equitable to all parties, and are reasonably designed to ensure compliance with applicable laws and rules on a going forward basis.

Now therefore, in consideration of the mutual agreements and covenants contained herein, Nordic Energy, Staff, CUB, and OAG stipulate and agree as follows:

REFUNDS TO CUSTOMERS

1. Nordic Energy shall send a customer notice letter (“Customer Communication”) to Nordic Energy’s current and prior residential and small commercial retail customers who Nordic Energy solicited by telemarketing script between March 2013 and February 2014 (“Eligible Customers”). The Customer Communication shall be in the form attached to this Settlement as Appendix A, advising Eligible Customers that they may be eligible for a refund. Nordic Energy may include with the Customer Communication the uniform disclosure statement that was in force at the time the recipient of the Customer Communication was solicited, but may not include any other information.

2. The Customer Communication shall be sent to all Eligible Customers within 45 days of the Commission's approval of the Settlement and entry of an order in exactly the form attached to this Settlement as Appendix B (the "Proposed Agreed Order").

3. Nordic Energy will issue appropriate refunds to Eligible Customers who contact Nordic Energy and present reasonable, good faith claims that they believe they were misled, uninformed, or confused as a result of an alleged action or failure to act by Nordic Energy at the time they enrolled for Nordic Energy's service. For each Eligible Customer who contacts Nordic Energy within 12 months of the date of the Customer Communication (the "12-month refund period"), Nordic Energy shall work with such Eligible Customers on an individual basis to determine an appropriate refund. Nordic Energy already has issued such refunds to some Eligible Customers.

4. Appropriate refunds shall take into account various factors including the enrollment circumstances asserted by the customer; the utility price to compare—or other appropriate price to compare such as a municipal aggregation supplier or other supplier—at the time the customer enrolled with Nordic Energy; and the price for and duration of Nordic Energy's services to the customer. Refunds will not be conditional upon being a current Nordic Energy customer or remaining a Nordic Energy customer. Refunds will not be denied to a customer solely on the basis that the customer received a refund prior to receiving the Customer Communication. To the extent that any early termination fees were applied or are determined to be applicable to Eligible Customers, Nordic Energy shall waive or credit all such fees in determining the refund amount for any Eligible Customer.

5. Nordic Energy will keep track of all refunds that have been issued to Eligible Customers. Nordic Energy will submit a monthly report to the Director of the Commission's

Consumer Services Division (“CSD”) during the 12-month refund period. Each report shall contain, at a minimum:

- a. the number of customers that contacted the company to inquire about a refund;
- b. the number of refunds that were paid;
- c. the number of customers that rejected or expressed substantial dissatisfaction with a refund offer;
- d. the total amount of refunds paid to Eligible Customers (the “Total Refund Value”);
- e. the total number of all calls to Nordic Energy’s call center;
- f. the call center average wait time; and
- g. the call center abandon call rate.

6. If, at the end of the 12-month refund period, the Total Refund Value is less than \$310,800.00, then Nordic Energy shall issue additional refunds (“Additional Refunds”) sufficient to bring the Total Refund Value to \$310,800.00. Any Additional Refunds required under this paragraph shall be distributed, *pro rata*, to Eligible Customers, excluding, however, (i) any customer to whom Nordic Energy has, by the end of the 12-month refund period, already issued a refund in connection with this Settlement; and (ii) Eligible Customers for whom Nordic Energy received an “undeliverable” notice from the U.S. Post Office in response to the Customer Communication. Notwithstanding anything to the contrary in the foregoing, if the sum of the Additional Refunds does not exceed \$50,000.00, Nordic Energy may elect to issue a *pro rata* credit toward the monthly bill of Eligible Customers who are customers of Nordic Energy in the thirteenth month following the date of the Customer Communication.

7. Nothing in this Settlement constitutes an admission of any violation or wrong doing by Nordic Energy.

8. All refund discussions, oral and written, with Nordic Energy's current or former customers shall be recorded and provided to the CSD upon request. Recordings shall also be retained for a period of two years.

9. The terms of this Settlement must be approved by the Commission, which approvals are generally made public. The Commission may issue a press release regarding the Settlement.

REQUIREMENTS APPLICABLE TO ALL SALES CHANNELS

10. Nordic Energy shall not represent in any manner, expressly or impliedly, that a customer will save, or is likely to save, money on electricity bills as a result of switching to Nordic Energy as an electricity supplier, unless Nordic Energy contractually obligates itself to provide such savings to the customer.

11. Nordic Energy shall not utilize false, misleading, materially inaccurate, or otherwise deceptive language in its solicitations and in its telemarketing, door-to-door marketing, and online marketing materials.

12. Nordic Energy shall accurately disclose, including in writing, for any introductory rate it offers, the amount and duration of the introductory rate. To the extent that a customer's rate will convert to a variable rate after the introductory period, Nordic Energy shall inform the customer that the rate after the introductory term will be a variable rate that may increase or decrease every month based on market conditions over time.

13. Nordic Energy shall comply with all applicable Illinois laws, municipal codes, and administrative rules regardless of the sales channel used. The reference below to specific requirements related to some of the laws and administrative rules applicable to Nordic Energy is

not intended and shall not be interpreted to reduce or diminish the general obligation set forth in this paragraph.

TELEMARKETING TO RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS

14. Nordic Energy must record all telesales by Nordic Energy and its vendors.
15. Nordic Energy must retain all telesales recordings for the length of the contract or two years, whichever is longer, for all calls resulting in a sale.
16. Telesales recordings must be provided to CSD upon request.
17. Nordic Energy will submit any substantive changes to its telesales scripts to the CSD 30 days prior to implementation.
18. Nordic Energy will submit any substantive changes to its telesales third-party verification (TPV) scripts to the CSD 30 days prior to implementation.
19. In accordance with Section 412.130(c) of Part 412 of the Commission's Rules, Nordic Energy telesales agents shall ensure that, during all telesales presentations to prospective customers, items (d) through (p) of the minimum disclosures required for a sales contract per Section 412.110 of Part 412 are verbally disclosed to the customer prior to any TPV and subsequent enrollment.
20. If a Nordic Energy telesales agent engages in telemarketing and TPV is used to authorize a customer's enrollment, the TPV must require the customer to verbally acknowledge that he or she understands items (d) through (p) of the minimum disclosures required for a sales contract per Section 412.110 of Part 412 of the Commission's Rules.
21. Nordic Energy sales representatives initiating a three-way conference call or a call through an automated verification system to verify enrollment through TPV must drop off the call once the three-way connection has been established.

22. Nordic Energy shall provide written terms and conditions to new customers that at a minimum provide the disclosures set forth in Section 412.110 of Part 412 of the Commission's Rules.

**DOOR-TO-DOOR MARKETING TO RESIDENTIAL
AND SMALL COMMERCIAL RETAIL CUSTOMERS**

23. In accordance with Section 412.120(e) of Part 412 of the Commission's Rules, Nordic Energy sales agents shall ensure that, during all door-to-door sales presentations to prospective customers, items (d) through (p) of the minimum disclosures required for a sales contract per Section 412.110 of Part 412 are verbally disclosed to the customer prior to any authorization and subsequent enrollment.

24. Nordic Energy and its sales agents shall not submit or execute a change in a residential or small commercial retail customer's selection of a provider of electric service resulting from a door-to-door sales solicitation unless and until Nordic Energy has (i) confirmed the customer's request for a change through both an independent TPV that requires the customer to verbally acknowledge that he or she understands items (d) through (p) of the minimum disclosures required for a sales contract per Section 412.110 of Part 412 of the Commission's Rules and (ii) obtained a signed Letter of Agency which includes items (d) through (p) of the minimum disclosures required for a sales contract per Section 412.110 of Part 412 of the Commission's Rules.

25. Nordic Energy shall require all of its sales agents or its vendor's sales agents engaged in door-to-door sales to leave the customer's premises while a TPV is conducted.

26. Nordic Energy will not conduct door-to-door sales solicitations at buildings with signage that indicates a prohibition of solicitations.

27. Nordic Energy sales agents will obtain consent to enter multi-unit buildings at the main entryway from each prospective customer. Consent obtained from one prospective customer shall not be used by Nordic Energy sales agents to knock freely at the doors of multiple units within a multi-unit building.

28. Nordic Energy will submit any proposals of, and substantive changes to, door-to-door sales scripts to the CSD 30 days prior to implementation.

29. Nordic Energy will submit any proposals of, and substantive changes to, its door-to-door TPV scripts to the CSD 30 days prior to implementation.

30. Nordic Energy shall create and provide to the CSD a written sales agent and marketing vendor code of conduct that is acceptable to Staff prior to engaging in door-to-door sales activity in Illinois.

ONLINE SALES TO RESIDENTIAL AND SMALL COMMERCIAL RETAIL CUSTOMERS

31. Nordic Energy agrees to abide by Part 453 of the Commission's Rules (83 Ill. Admin. Code Part 453) with respect to online sales, and it shall send a unique identifier to every customer who attempts to enroll online. Each unique identifier can only be used by that customer to enroll and no others. Sales agents shall not be granted access to the unique identifier and shall not request to see it from the customer. The unique identifier shall be delivered directly to the customer by Nordic Energy via mail, e-mail, or other electronic means during the online enrollment process, and the customer must enter the identifier in Nordic Energy's online Letter of Agency to complete the enrollment.

GENERAL

32. If Staff believes Nordic Energy has failed to comply with any of the terms and conditions set forth in this Settlement, Staff may seek litigation of such issues before the Commission.

33. The terms and conditions of this Settlement shall become effective on the date the Commission accepts and approves them. Nordic Energy may, no earlier than 4 years from the date of the Commission's entry of an order approving the Settlement, petition the Commission to request termination of any continuing obligations under the Settlement that exceed Nordic Energy's obligations under applicable laws and rules.

[Signatures on Following Page]

Dated: May 28, 2015

Respectfully submitted,

NORDIC ENERGY SERVICES, LLC

**STAFF OF THE ILLINOIS COMMERCE
COMMISSION**

By: 
One of its attorneys

Eric M. Roberts
DLA PIPER LLP (US)
203 N. LaSalle St., Suite 1900
Chicago, IL 60601
312.368.2167
eric.roberts@dlapiper.com

By: 
One of its attorneys

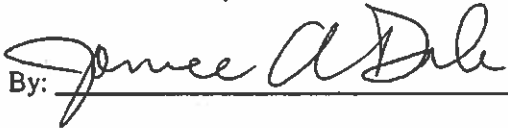
Jay Hines-Shah
General Counsel
OFFICE OF GENERAL COUNSEL
160 N. LaSalle St., Suite C-800
Chicago, IL 60601
312.793.2877
jhines-shah@icc.illinois.gov

CITIZENS UTILITY BOARD

**PEOPLE OF THE STATE OF ILLINOIS,
BY LISA MADIGAN, ATTORNEY GENERAL**

By: 
One of its attorneys

Julie Soderna
Director of Litigation
309 W. Washington St., Suite 800
Chicago, IL 60606
312.263.4282
jsoderna@citizensutilityboard.org

By: 

Janice A. Dale
Senior Assistant Attorney General
Chief, Public Utilities Bureau
ILLINOIS ATTORNEY GENERAL'S OFFICE
100 W. Randolph St., 11th Floor
Chicago, IL 60601
312.814.3736
jdale@atg.state.il.us

Appendix A to Settlement and Stipulation

Date

Consumer Alert issued at the direction of the Illinois Commerce Commission

You may be entitled to a refund from Nordic Energy.

Following a review of Nordic Energy's telemarketing sales scripts and verification scripts, the Illinois Commerce Commission Staff advised Nordic that the scripts did not comply with all of the relevant ICC regulations, the Consumer Fraud and Deceptive Practices Act, and the Telephone Solicitations Act. Nordic wants to address the possibility that its sales presentations could have confused Illinois customers about either Nordic's identity as an independent competitive supplier, or the nature of the rates Nordic was offering in its sales presentation, or both. As this letter explains, refunds may be available for customers who enrolled to receive electric power from Nordic as a result of these presentations.

As an alternative retail electric supplier, Nordic values its relationship with its customers and wants to confirm that you understood you were getting a variable rate for your electric power that fluctuates monthly based upon the wholesale market for electrical power at any given time. Under the variable rate contract you signed with Nordic, you may pay rates that are higher or lower than the utility price or other available rates for electric power.

Nordic purchases electrical power on a market in which prices vary by day and hour, depending on demand. For example, the rate in the Chicago area on June 3, 2014, ranged from approximately 2.1 cents per kilowatt-hour (kWh) to approximately 8.2 cents per kWh. Nordic purchases power for you on this market, estimates your daily usage on an hour-by-hour basis, and applies the corresponding market rate, plus 1.5 cents per kWh, to arrive at your monthly cost for electrical power.

To request a refund, please contact Nordic at _____. Additionally, if you did not understand any aspect of your relationship with us and the pricing of electric supply through Nordic, please contact us to discuss this matter. We will consider your individual circumstances and attempt to remedy any concerns you might have. Further, if you would like to discuss this matter with the ICC Staff, you may contact the Consumer Services Division of the ICC at 1-800-524-0795.

Sincerely yours,

Appendix B to Settlement and Stipulation

STATE OF ILLINOIS ILLINOIS COMMERCE COMMISSION

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[PROPOSED] AGREED ORDER

I. PROCEDURAL HISTORY

On February 25, 2015, the Illinois Commerce Commission (“Commission”) issued an order initiating this proceeding, directing Nordic Energy to appear before the Commission in response to allegations by the Staff of the Commission (“Staff”) that Nordic Energy Services, LLC violated Sections 16-115A of the Act; Part 412 of the Commission’s Rules (83 Ill. Admin. Code Part 412); and Section 2EE of the Consumer Fraud and Deceptive Business Practices Act (815 ILCS 505/2EE) (the “CFDBPA”). The Commission’s Order made part of the record a Staff Report dated February 11, 2015 (“Staff Report”).

The Staff Report identified a number of potential violations of the Act, Part 412, the Telephone Solicitations Act, and the CFDBPA. For example, the sales scripts provided by Nordic Energy stated that Nordic Energy would give customers “lower rates” and implied savings. Nordic Energy’s scripts made no effort to inform the prospective customer that the rate was variable. In addition, Nordic Energy sales scripts obscured the nature of the contact as a sale, and instead characterized the transaction as a simple enrollment in “the Illinois energy choice program.” Staff alleged that the scripts did not properly conform to the requirements of Part 412, such potential violations including (1) unauthorized telephone solicitations; (2) improper third party verification; (3) misrepresentation/deceptive sales script language; (4) non-disclosure of requisite telephone solicitation uniform disclosure statements; (5) improper third-party verifications; and (6) training of RES agents.

Nordic Energy did not agree and did not admit that its scripts, actions, or inactions failed to comply with various requirements set forth in the Act, Part 412 of the Commission’s Rules, or Section 2EE of the CFDBPA, and asserted that its intent was and had always been to fully comply with all applicable laws and regulations.

A petition to intervene was filed by the Citizens Utility Board (“CUB”), which was granted. In addition, counsel for Nordic Energy, Staff, and the Office of the Attorney General (“OAG”), on behalf of the People of the State of Illinois, entered appearances in this proceeding. No other appearances or petitions to intervene were entered or filed.

Pursuant to notice given in accordance with the law and the rules and regulations of the Commission, status hearings were convened on March 26, 2015; April 8, 2015; and May 12, 2015, before a duly authorized Administrative Law Judge (“ALJ”). At each status hearing through April 8, 2015, the parties reported that they were engaged in negotiations to resolve the issues presented in this proceeding by a stipulated settlement, and at the May 12, 2015 status hearing reported that they had reached agreement on a stipulated settlement and would present the same for approval through submission of a joint motion, settlement, and draft agreed order.

On May 22, 2015, Nordic Energy, Staff, CUB, and OAG filed a Joint Motion for Approval of Settlement and Entry of Agreed Order (the “Joint Motion”), setting forth terms of a Settlement and Stipulation (“Settlement”) that they wished the Commission to approve and a form of a Proposed Agreed Order for the Commission’s consideration.

Staff played an integral role in developing the terms of the Settlement attached to the Joint Motion. Staff through its counsel, recommended that the Commission consider the Settlement and that the Commission enter a Final Order substantially in the form of the Proposed Agreed Order that Nordic Energy, Staff, CUB, and OAG proposed.

II. APPLICABLE LEGAL STANDARDS

In order to receive a certificate of service authority as an ARES an applicant must make a showing allowing the Commission to find, among other things, that it will “comply with all applicable federal, State, regional and industry rules, policies, practices and procedures for the use, operation, and maintenance of the safety, integrity and reliability, of the interconnected electric transmission system.” 220 ILCS 5/16-115(d)(2). Once certified, an ARES serving residential and small commercial customers must: (1) “continue to comply with the requirements for certification stated in subsection (d) of Section 16-115”; (2) “obtain verifiable authorization from a customer, in a form or manner approved by the Commission consistent with Section 2EE of the Consumer Fraud and Deceptive Business Practices Act, before the customer is switched from another supplier”; (3) provide information that “adequately discloses the prices, terms and conditions of the products or services that the alternative retail electric supplier is offering or selling to the customer” in any marketing materials which make statements concerning prices, terms, and conditions of service; and (4) “give the customer written information that adequately discloses, in plain language, the prices, terms and conditions of the products and services being offered and sold to the customer” before any customer is switched from another supplier. 220 ILCS 5/16-115; 220 ILCS 5/16-115A(a)(ii), (b), (e)(i), (e)(ii); see 815 ILCS 505/2EE.

Additionally, various provisions of 83 Ill. Admin. Code Part 412: Obligations of Retail Electric Suppliers (“Part 412”) apply to an ARES serving residential and small commercial customers. Part 412 addresses, among other things: (1) minimum contract terms and conditions; (2) door-to-door marketing; and (3) training of retail electric supplier (“RES”) agents to comply

with Illinois regulations and statutes on energy sales. 83 Ill. Admin. Code §§ 412.110, 412.120, and 412.170.

Under the Act the Commission has the authority, “after notice and hearing held on complaint or on the Commission’s own motion: (1) To order an alternative retail electric supplier to cease and desist, or correct, any violation of or non-conformance with the provisions of Section 16-115 or 16-115A; (2) To impose financial penalties for violations of or non-conformances with the provisions of Section 16-115 or 16-115A, not to exceed (i) \$10,000 per occurrence or (ii) \$30,000 per day for those violations or non-conformances which continue after the Commission issues a cease and desist order; and (3) To alter, modify, revoke or suspend the certificate of service authority of an alternative retail electric supplier for substantial or repeated violations of or non-conformances with the provisions of Section 16-115 or 16-115A.” 220 ILCS 5/16-115B(b).

III. SETTLEMENT TERMS

As disclosed by the Joint Motion, Nordic Energy, Staff, CUB, and OAG agreed that this proceeding could be resolved and concluded based upon the Settlement, the terms of which the parties submitted in the form of a Settlement and Stipulation attached to the Joint Motion.

A copy of the Settlement is attached as Attachment A to this Order. As described in more detail in the Settlement, the primary terms of the Settlement are as follows:

1. Nordic Energy will send Eligible Customers a Customer Communication advising them that they may be eligible for a refund. Eligible Customers are Nordic Energy’s current and prior residential and small commercial retail customers who Nordic Energy solicited by telemarketing script between March 2013 and February 2014.
2. Nordic Energy will issue appropriate refunds to Eligible Customers who contact Nordic Energy and present reasonable, good faith claims that they believe they were misled, uninformed, or confused as a result the potential violations included in the Staff Report. At the end of a 12-month refund period, Nordic Energy shall issue any Additional Refunds to Eligible Customers necessary to bring the Total Refund Value to \$310,800.00. Additional Refunds, if any, shall be issued as described in the Settlement.
3. Nordic Energy agreed to follow certain practices and procedures set forth in the Settlement with respect to its marketing to and enrollment of customers. Specifically, Nordic Energy committed to following various obligations set forth in the Act, Part 412 of the Commission’s Rules, and Section 2EE of the CFDBPA. Nordic Energy also committed to abide by certain practices and procedures that exceed the minimum requirements set forth in the Act, Part 412 of the Commission’s Rules, and Section 2EE of the CFDBPA including: (i) not representing in any manner, expressly or by implication, that a customer will save, or is likely to save, money on electricity bills as a result of switching to Nordic Energy as an electricity supplier, unless Nordic Energy contractually obligates itself to provide such savings to the customer; (ii) accurately disclosing, including in writing, for any introductory rate it offers, the amount and duration of the introductory rate; (iii) informing customers who will receive a variable

rate that the rate after the introductory term will be a variable rate that may increase or decrease every month based on market conditions over time; (iv) recording all telesales; (v) submitting any substantive changes to its telesales scripts to the Commission's Consumer Services Division ("CSD") at least 30 days prior to implementation of such changes; (vi) submitting any substantive changes to its telesales TPV scripts to the CSD at least 30 days prior to implementation; (vii) not submitting or executing a change in a residential or small commercial retail customer's selection of a provider of electric service resulting from a door-to-door sales solicitation unless and until it has confirmed the customer's request for a change through both an independent TPV and a signed Letter of Agency; (viii) requiring all of its sales agents or its vendor's sales agents engaged in door-to-door sales to leave the customer's premises while a TPV is conducted; (ix) submitting any proposals for, and substantive changes to, door-to-door TPV verification scripts to the CSD at least 30 days prior to implementation, and (x) creating and submitting to the CSD a written sales agent and marketing vendor code of conduct that is acceptable to Staff prior to engaging in door-to-door sales activity in Illinois.

IV. COMMISSION ANALYSIS AND CONCLUSIONS

The Commission finds that the terms of the Settlement are reasonable and provide for an appropriate resolution of this docket. The Commission has the legal authority to adopt a settlement proposal that, as in the present case, has the unanimous support of the parties and is otherwise appropriate. *See Business and Professional People for the Public Interest v. Illinois Commerce Commission*, 136 Ill. 2d 192, 216-217 (1989). Accordingly, the Commission approves and adopts the terms of the Settlement as a final settlement of this docket.

The Commission finds that the refund process set forth above and described in the Settlement is fair and equitable to customers and all parties; that the additional terms and conditions in the Settlement are reasonable and will assist in ensuring that Nordic Energy's marketing and enrollment activities are conducted in a manner that is compliant with applicable laws and rules and is fair to customers; and that the additional terms and conditions in the Settlement will minimize the potential for confusion, misunderstanding, and/or conduct contrary to applicable laws and rules. Accordingly, the Commission finds that the Settlement filed by Nordic Energy, Staff, CUB, and OAG in this matter should be adopted.

V. FINDINGS AND ORDERING PARAGRAPHS

The Commission, having considered the entire record herein and being fully advised in the premises, is of the opinion and finds that:

- (1) Nordic Energy Services, LLC is an alternative retail electric supplier within the meaning of Section 16-102 of the Public Utilities Act;
- (2) the Commission has jurisdiction over Nordic Energy Services, LLC and the subject matter of this proceeding;

- (3) the findings of fact and conclusions of law set forth in the prefatory portion of this Order are supported by the record and are adopted as findings of fact and conclusions of law;
- (4) while denying liability, Nordic Energy has agreed to undertake certain actions described above, including adopting the customer refund process and several specific and comprehensive measures to help ensure that Nordic Energy's marketing and enrollment practices are compliant with applicable laws and rules and otherwise provide additional protections for customers while this Order is in place;
- (5) without regard to liability, Staff, CUB, and OAG have agreed to accept the Settlement terms as resolution of the alleged violations; and
- (6) the terms and conditions of the Settlement agreed upon by Nordic Energy, Staff, CUB, and OAG are consistent with the Act, Part 412 of the Commission's rules, and Section 2EE of the CFDBPA, and the Settlement should be adopted as a full and complete resolution to this docket and the allegations contained in the Staff Report.

IT IS THEREFORE ORDERED by the Illinois Commerce Commission that the attached Settlement is hereby adopted as the full and complete resolution of this docket and the allegations contained in the Staff Report filed on e-Docket on February 26, 2015, and that Nordic Energy Services, LLC shall comply with the terms of the attached Settlement.

IT IS FURTHER ORDERED that if Staff believes Nordic Energy has failed to comply with any of the terms and conditions set forth in the Settlement, Staff may seek litigation of such issues before the Commission by asking the Commission to reopen this docket to determine what additional actions are necessary, including extending the term of the Settlement if appropriate.

IT IS FURTHER ORDERED that any motions, petitions, objections, and other matters in this proceeding which remain outstanding are hereby disposed of consistent with the conclusions herein.

IT IS FURTHER ORDERED that, subject to the provisions of Section 10-113 of the Public Utilities Act and 83 Ill. Adm. Code 200.880, this Order is final; it is not subject to the Administrative Review Law.

By Order of the Commission this ____ day of _____, 2015.